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7 PRAXAIR DISTRIBUTION, INC.

8
9 UNITED STATES DISTRICT COURT
10 NORTHERN DISTRICT OF CALIFORNIA
11 SAN FRANCISCO DIVISION

12 SETH COCKRELL,

13 Plaintiff,

14 v.

15 PRAXAIR DISTRIBUTION, INC., and
DOES 1 through 100,

16 Defendant.

Case No. 08-CV-00204-PJH

**JOINT CASE MANAGEMENT
CONFERENCE STATEMENT**

DATE: April 24, 2008
TIME: 2:30 p.m.
DEPT: Hon. Phyllis Hamilton

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19 Pursuant to Local Rule 16-10, Plaintiff Seth Cockrell and Defendant Praxair
20 Distribution, Inc. submit this Joint Case Management Conference Statement.

21 **1. JURISDICTION AND SERVICE**

22 This action was commenced on or about September 28, 2007, by the Complaint filed
23 in the Superior Court for the County of Contra Costa, entitled *Seth Cockrell v. Praxair Distribution,*
24 *Inc., and Does 1 through 100* (hereinafter "the Complaint"). On October 26, 2007, Defendant filed
25 an Answer to the Complaint in the Superior Court for the County of Contra Costa. Defendant
26 Praxair Distribution, Inc. is incorporated in the State of Delaware and at the time the Complaint was
27 filed and now, its principal place of business is in Connecticut. No other defendant is named or has
28

1 been served. Accordingly, no defendant is a citizen of California. Defendant removed this case to
 2 federal court under diversity jurisdiction. 28 U.S.C. §§ 1332 and 1441(b).

3 2. FACTS

4 Plaintiff Seth Cockrell was employed by Defendant as a truck driver from
 5 approximately January 6, 2003 until December, 2006. Plaintiff contends that Plaintiff was not paid
 6 for all overtime worked, was not provided the opportunity to take meal periods, did not receive all
 7 owed wages at the time of termination, and did not receive timely and accurate wage and hour
 8 statements. Defendant alleges that Plaintiff was provided an opportunity to take meal breaks and in
 9 fact did take meal periods or chose not to take meal periods. Defendant also denies the remaining
 10 allegations.

11 3. SETTLEMENT IS BEING FINALIZED

12 In lieu of conducting formal discovery, counsel promptly began discussing settlement
 13 and conducting informal discovery. The parties consequently have reached a settlement in principle
 14 of this action in its entirety.

15 The parties are in the process of finalizing a formal settlement agreement and then
 16 anticipate providing the court, pursuant to Federal Rule of Civil Procedure 41(a), a stipulation for the
 17 dismissal of this action. Since plaintiff is entitled to 21 days to consider the settlement, the parties
 18 request that this Court continue the Case Management Conference, currently set for April 24, 2008,
 19 by approximately 30 days to provide the parties time to consummate the settlement and submit a
 20 stipulation to dismiss the action. A proposed executed Stipulation and Order was submitted to this
 21 Court on April 10, 2008 and is currently under submission.

22 The parties further request vacating all other deadlines until after the Case
 23 Management Conference, in light of the settlement in principle.

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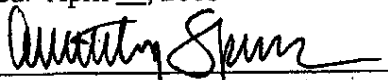
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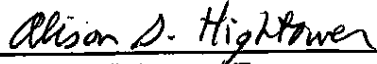
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Respectfully submitted,

Dated: April 15, 2008


Anthony J. Sperber, Esq.
Law Office of ANTHONY J. SPERBER
Attorneys for Plaintiff, Seth Cockrell

Dated: April 15, 2008


Alison S. Hightower, Esq.
LITTLER MENDELSON, P.C.
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